



REQUEST FOR COMMISSION ACTION
CITY OF INDEPENDENCE
June 11, 2020

Department Public Works

Director Approval *Mike Passauer*

AGENDA ITEM Consider awarding bids for construction of project 75-63-U-2356-01, Mill and Overlay of US 75/160 near the Peter Pan Intersection.

SUMMARY RECOMMENDATION Approve project letting.

BACKGROUND The low bid received on the West Main project was from Heckert Construction Company, Inc of Pittsburg Ks. in the amount of \$375,773.00.

BUDGET IMPACT

Total Cost	\$375,773	Funding Source
KDOT	\$300,000	Project 63 U-2356-01, attached
City	\$ 75,773	Economic Development & Transportation Fund

SUGGESTED MOTION I move to authorize the Mayor to award the bid to Heckert Construction Company, Inc. in the amount of \$375,773.00 for the Mill and Overlay of US 75/160 near the Peter Pan intersection contingent on KDOT approval.

SUPPORTING DOCUMENTS Bid Tabs

Bid Tabulation

US 75/160 (Main Street)

75-63 U-2356-01

City of Independence, Kansas

Heckert Construction

\$ 375,773.00

Cornejo & Sons Const.

\$ _____

\$ _____

\$ _____

\$ _____

BID & BID SCHEDULE.....**00301**

PROPOSAL of _____

hereinafter referred to as BIDDER,

- * a corporation arranged under the laws of the State of Kansas
- * a partnership consisting of
- * an individual d/b/a

TO: The City of Independence, Kansas, referred to as OWNER,

In response to your Invitation to Bid and having carefully examined the drawings, specifications, related contract documents, all addenda thereto, the project site and conditions related thereto, the BIDDER hereby proposes to perform all work for **US-75/160 (Main Street) Surface Preservation Project 75-63 U-2356-01** in strict accordance with these Contract Documents, within the period(s) of time set out herein, and for the price(s), stated hereinafter.

By submission of this Bid, BIDDER certifies, and in the case of a joint Bid, each party thereto certifies as to his own organization, that this Bid has been arrived at independently without consultation, communication, agreement, collusion, or understanding with any other Bidder submitting a Bid for this Project.

BIDDER hereby agrees that if this Bid is accepted, BIDDER will, within fourteen (14) consecutive calendar days, after the date of Notice of Award, enter into an Agreement of form attached herein, and will at that time deliver to the Owner the prescribed Performance Bond, Payment Bond, Insurance Certificates, and all other documents as required in these documents.

As bid security, BIDDER provides herewith, *Bid Bond, *Cashier's check, *Certified check, in the amount of five percent (5%) of the total bid amount, to become the property of the Owner as liquidated damages without condition, at the Owner's option in the event the BIDDER fails to enter into an Agreement, and/or deliver the Bonds and other contract documents within the period of time herein previously established. BIDDER agrees to provide to the Owner, the certificates of insurance specified in these Documents, and to maintain the scope of insurance throughout the term of the Agreement.

BIDDER, in submitting this Bid, agrees to commence work under the Agreement on or before a date to be specified in the Notice to Proceed and to complete the Agreement within **45** consecutive calendar days, thereafter. BIDDER acknowledges understanding of terms for liquidated damages as provided by Section 15 of the General Conditions, and agrees to pay liquidated damages in the amount(s) and by the term(s) established in the Agreement, without condition or recourse.

BIDDER acknowledges receipt of the following ADDENDA:

<u>NO.</u>	<u>DATE</u>
_____	_____
_____	_____
_____	_____
_____	_____

BID SCHEDULE

Bid Prices shall be written in both word and numerals. In case of discrepancy, the bid price as written in words shall govern. Bidder understands and acknowledges in offering this Bid that the bid price in the Bid Schedule represents a summary price of all major items of construction required for the proposed work. Bidder further assures and acknowledges that each unit or lump sum bid price includes the cost of all adjacent, incidental, related, and companion items which are shown on the drawings, called for in the specifications, or otherwise necessary to provide a complete and functioning facility.

The OWNER reserves the right to increase, decrease, or delete from the Project quantities of work at the Unit Bid Price or Lump Sum Price in order to bring the total contract price to the budgeted project expenditures.

BID (PARTICIPATING)

<u>Item</u> <u>No.</u>	<u>Quantity</u>	<u>Units</u>	<u>Prices Written in Words</u>	<u>Unit Bid Cost</u>		<u>Total</u>	
				<u>Dollars</u>	<u>Cents</u>	<u>Dollars</u>	<u>Cents</u>
1-1	14930	SY	Milling (4") Complete and in Place <u>Five & 03/100</u> /SY	<u>\$ 5.03</u>		<u>\$ 75,097.90</u>	
1-2	1932	TON	HMA Base (SM-19A) (PG 70-28) (2") Complete & in Place <u>Eighty-</u> <u>five and 05/100</u> /TON	<u>\$ 85.05</u>		<u>\$ 164,316.60</u>	
1-3	966	TON	HMA Surface (SM-9.5A) (PG 70-28) (1") Complete & in Place <u>Eighty-</u> <u>seven & 05/100</u> /TON	<u>\$ 87.05</u>		<u>\$ 84,090.30</u>	
1-4	1506	LF	Pavement Marking (Multi-Component)(White)(6") Complete & in Place <u>No</u> <u>dollars & 70/100</u> /LF	<u>\$ 0.70</u>		<u>\$ 1,054.20</u>	
1-5	6290	LF	Pavement Marking (Multi-Component)(Yellow)(4") Complete & in Place <u>No</u> <u>dollars & 40/100</u> /LF	<u>\$ 0.40</u>		<u>\$ 2,516.00</u>	
1-6	241	LF	Pavement Marking (Intersection Grade)(White)(24") Complete & in Place <u>Eleven</u> <u>& no/100</u> /LF	<u>\$ 11.00</u>		<u>\$ 2,651.00</u>	
1-7	16	EA	Pavement Marking Symbol (Intersection Grade)(White)(Lt Arrow) Complete & in Place <u>One-</u> <u>hundred-seventy-five</u> <u>& no/100</u> /EA	<u>\$ 175.00</u>		<u>\$ 2,800.00</u>	

1-8	2	EA	Pavement Marking Symbol (Intersection Grade)(White)(Rt Arrow) Complete & in Place <u>One-</u> <u>hundred-seventy-five</u> /EA <u>and no/100</u>	<u>\$ 175.00</u>	<u>\$ 350.00</u>
1-9	1	LS	Mobilization Complete and in Place <u>Thirty-seven-thousand,</u> <u>seven-hundred-twenty</u> /LS <u>five and no/100</u>	<u>\$ 37,725.00</u>	<u>\$ 37,725.00</u>
1-10	1	LS	Traffic Control Complete and in Place <u>Five-thousand, one-</u> <u>hundred-seventy-two</u> /LS <u>& no/100</u>	<u>\$ 5,172.00</u>	<u>\$ 5,172.00</u>

**Total Bid Amount, US-75/160 (Main Street) Surface Preservation Project 75-63 U-2356-01,
Independence, Kansas**

Three-hundred-seventy-five-thousand, seven-hundred Dollars (\$ 375,773.00)
seventy-two dollars and no/100

Amounts are to be shown in both words and figures. In case of discrepancy, the amounts written in words will govern.

BIDDER understands and acknowledges that the bid items shown in this proposal represent a summary of all major components of construction required; and is set forth to facilitate the comparison of bids; and to provide a basis for any future negotiations that may be necessary.

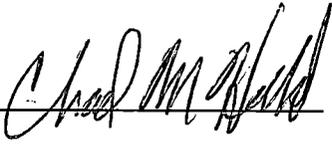
BIDDER further understands and acknowledges that the bids on the different items on the Bid Schedule must be balanced within reasonable limits.

REQUIRED CONTRACT PROVISIONS: The current versions of the following Required Contract Provisions (I-IV) require the Contractor to furnish information. The Contractor shall complete and submit with its proposal these provisions. The City of Independence will reject proposals that fail to contain completed Required Contract Provision I and may reject proposals that fail to contain completed Required Contract Provision IV.

- I. 08-10-66-R05(LPA) Certification-Noncollusion & History of Debarment
- IV. 01-01-11(LPA) Tax Clearance Certificate

CERTIFICATION:

I CERTIFY THAT I AM AUTHORIZED TO REPRESENT THE CONTRACTOR IN PREPARING AND PRESENTING THIS PROPOSAL. I CERTIFY UNDER PENALTY OF PERJURY THAT THE FOREGOING (INCLUDING BUT NOT LIMITED TO THE INFORMATION CONTAINED IN THE REQUIRED CONTRACT PROVISIONS REFERENCED ABOVE) IS TRUE AND CORRECT. EXECUTED ON June 4, 2020 (DATE).

ATTEST: 

Charles M. Heckert
By

President
Title

(SEAL)
(If Bid is a Corporation)

Respectfully submitted,

Heckert Construction Company, Inc.
Name of Contractor

746 E. 520th Ave.

Pittsburg, KS 66762
Address (Including Zip Code)

AIA Document A310™ – 2010

Bid Bond

CONTRACTOR:

(Name, legal status and address)

Heckert Construction Company, Inc.
746 E. 520th Avenue
Pittsburgh, KS 66762

SURETY:

(Name, legal status and principal place of business)

National American Insurance Company
PO Box 9, Chandler
OK 74834

OWNER:

(Name, legal status and address)

City of Independence, Missouri
811 W. Laurel St.
Independence, MO 67301

BOND AMOUNT: Five percent (5%) of amount bid

PROJECT:

Mill and HMA Overlay

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

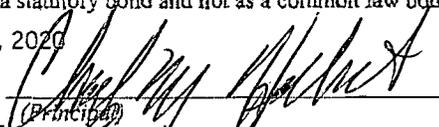
Signed and sealed this 4th day of June, 2020



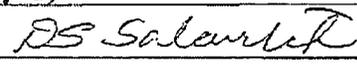
(Witness)



(Witness)



(Principal) (Seal)



(Surety) (Seal)
Attorney in fact, David S. Salavitch

(Title)



NATIONAL AMERICAN INSURANCE COMPANY
CHANDLER, OKLAHOMA
POWER OF ATTORNEY

Number: CBB0058220

DUPLICATES SHALL HAVE THE SAME FORCE AND EFFECT AS AN ORIGINAL ONLY WHEN ISSUED IN CONJUNCTION WITH THE ORIGINAL.

KNOW ALL MEN BY THESE PRESENTS: That the National American Insurance Company, a corporation duly organized under the laws of the State of Oklahoma, having its principal office in the city of Chandler, Oklahoma, pursuant to the following resolution, adopted by the Board of Directors of the said Company on the 8th day of July, 1987, to wit:

"Resolved, that any officer of the Company shall have authority to make, execute and deliver a Power of Attorney constituting as Attorney-in-fact, such persons, firms, or corporations as may be selected from time to time.

Resolved that nothing in this Power of Attorney shall be construed as a grant of authority to the attorney(s)-in fact to sign, execute, acknowledge, deliver or otherwise issue a policy or policies of insurance on behalf of National American Insurance Company.

Be It Further Resolved, that the signature of any officer and the Seal of the Company may be affixed to any such Power of Attorney or any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such powers so executed and certified by facsimile signature and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond and documents relating to such bonds to which it is attached."

National American Insurance Company does hereby make, constitute and appoint

David S. Salavitch, Luke P. Sealer, Robert L. Cox, II

its true and lawful attorney(s)-in-fact, with full power and authority hereby conferred in its name, places and stead, to sign, execute, acknowledge and deliver in its behalf, and its act and deed, as follows:

To bind the company for bonds, not to exceed \$4,000,000.00 for any single bond. And to bind National American Insurance Company thereby as fully and to the same extent as if such bonds and documents relating to such bonds were, signed by the duly authorized officer of the National American Insurance Company, and all the acts of said Attorney(s) pursuant to the authority herein given, are hereby ratified and confirmed.

IN WITNESS WHEREOF, the National American Insurance Company has caused these presents to be signed by any officer of the Company and its Corporate Seal to be hereto affixed.



NATIONAL AMERICAN INSURANCE COMPANY

W. Brent LaGere

W. Brent LaGere, Chairman & Chief Executive Officer

STATE OF OKLAHOMA)
COUNTY OF LINCOLN) SS:

On this 26th day of September, A.D. 2017, before me personally came W. Brent LaGere, to me known, who being by me duly sworn, did depose and say; that he resides in the County of Lincoln, State of Oklahoma; that he is the Chairman and Chief Executive Officer of the National American Insurance Company, the corporation described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation and that he signed his name, thereto by like order.



Janet Taylor

Notary Public
My Commission Expires April 8, 2022
Commission #02006203

STATE OF OKLAHOMA)
COUNTY OF LINCOLN) SS:

I, the undersigned, Secretary of the National American Insurance Company, an Oklahoma Corporation, DO HEREBY CERTIFY that the foregoing and attached POWER OF ATTORNEY remains in full force.

Signed and Sealed at the City of Chandler.

Dated the 4th day of June, 2020



R. Patrick Gilmore

R. Patrick Gilmore, Secretary

